

Terms of Service

1. Your Acceptance

This is an agreement between BNTouch, Inc., a Oregon corporation (“BNTouch”), the owner and operator of sites including the BNTouch CRM, ProsOnWeb.com, and BestInMortgage.com (the “BNTouch Sites”), the software, including downloadable apps (collectively, including all content provided by BNTouch, the "BNTouch Service", or the "Service"), and you (“you” or “You”), a user of the Service. BY USING THE SERVICE, YOU ACKNOWLEDGE AND AGREE TO THESE TERMS OF SERVICE, AND TO BNTOUCH’S PRIVACY POLICY (<http://bntouch.com/agreements/> and <http://bntouch.com/privacy-policy>), WHICH IS INCORPORATED HEREIN BY REFERENCE (“Terms of Service” or “Terms”). If you choose to not agree with any of these terms, you may not use the Service.

Throughout these Terms of Service, certain features, sites and content within the Service may be referred to expressly. If you do not use that portion of the Service please disregard those terms as they are not applicable to you.

BNTouch reserves the right to update and change the Terms of Service without notice. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms of Service at any time at: <http://bntouchmortgage.net/TermsOfService/>).

Violation of any of the terms below will result in the termination of your Account. While BNTouch prohibits such conduct and content on the Service, you understand and agree that BNTouch cannot be responsible for the content posted on the Service and you nonetheless may be exposed to such materials. You agree to use the Service at your own risk.

2. Specific Services

A. BNTouch CRM Service

If you, or your employer, subsidiary, affiliate, or parent, have subscribed to the BNTouch Mortgage CRM services these Terms of Service apply to you. In the event of a discrepancy between these Terms of Service and the Master Services Agreement, the terms of the Master Services Agreement shall control.

B. ProsOnWeb.com Service

These Terms of Service apply to all users of the ProsOnWeb.com service. Information provided by our users through the Service may contain links to third party websites that are not owned or controlled by BNTouch.

C. BestInMortgage.com Service

These Terms of Service apply to all users of the BestInMortgage.com service. You may, but are not obligated to, establish a BestInMortgage.com directory listing if permitted by BNTouch. Information provided by our users through the Service may contain links to third party websites that are not owned or controlled by BNTouch.

D. eSignature Service

These terms of Service apply to all users of the eSignature service. Users of the Service may be given access to tools that are specifically designed for collection and processing of signatures electronically, pursuant to the ESIGN act and state law. If you use the eSignature services, it is necessary that you and all other parties to any contemplated transaction accept additional terms to consent to use of electronic

signatures in a transaction. Such additional terms are between various users of the Service, not between you and BNTouch, and BNTouch is not a party to any transaction you may conduct involving the eSignature services. BNTouch is not responsible for links to third-party websites or terms made available through the eSignature service.

E. Other Services

BNTouch will make the Service available to you pursuant to these Terms of Service. In the event you enter into another relationship with BNTouch, or your access to the Service is pursuant to another provision of services, the terms of any other written agreement between you and BNTouch will govern in the event of conflict.

3. Your Rights and Obligations

A. Generally. You may access and use the Service solely in accordance with these Terms. You agree to adhere to all laws, rules, and regulations applicable to your use of the Service.

You are the owner and controller of all of the Content you submit to the Service. You are solely responsible for determining the suitability of the Service in light of the type of your needs. You shall use reasonable security precautions in light of your use of the Service. If, in your judgment or under applicable law, your Content requires encryption or security measures that are not available on the Service, you agree to not transmit such Content to the Service.

In addition to the foregoing obligations, you acknowledge that you are solely responsible for taking steps to maintain appropriate security, protection and backup of your Content. BNTouch makes no other representation regarding the security of your Content. You are responsible for obtaining and maintaining all telecommunications, broadband and computer hardware, equipment and services need to access and use the Service and paying all charges related thereto.

B. Valid and Accurate Information. Each person who uses the Service must have a separate username and password, if one is required. You must provide your own valid email address and any other information requested by BNTouch in order to complete the signup process. You may only create one account per email address.

You agree to provide accurate and complete information when you register with and as you use the Service. You also agree to update your account information, as necessary to keep it accurate and complete. Failure to provide and maintain accurate, current, and complete account information may result in suspension or termination of your account.

C. Password Security. You are responsible for keeping your password and any access code or other verification device confidential, and, except as otherwise provided herein, you agree not to transfer your username or password to any third party. You agree to notify BNTouch immediately if you believe that an unauthorized third party may be using your account or if your account information is lost or stolen.

You are fully responsible for all activity that occurs in connection with your your account, regardless of whether the activities are undertaken by you, a user or a third party. BNTouch will not be liable for any loss or damage arising directly or indirectly from your failure to maintain the security of your account and password or for unauthorized access to your account.

D. Content Security. Because it is not possible to guarantee data security, you acknowledge that it may be possible for an unauthorized third party to access your Content, and you agree that, in such event, any loss that you may suffer is subject to the limitation of liability section of these Terms.

E. Your Additional Responsibilities. Solely you shall:

- (i) Be responsible for your Content (even if Content is posted by others sharing projects under your account);
- (ii) If applicable, be responsible for users' compliance with these Terms;
- (iii) Be responsible for the accuracy, quality and legality of your Content and of the means by which you acquired your Content, including ensuring, without limitation, that your Content does not infringe upon or violate the rights of any person;
- (iv) Ensure compliance of your Content with these Terms and the law;
- (v) Handle any claims relating to your Content; and
- (vi) Properly, and in accordance with applicable law, handle, process, and respond to notices sent to you by any person claiming that your Content violates such person's rights.

F. Prohibited Activities. Unless you have our express written consent, you shall not, and shall not attempt to:

- (vii) Use the Service to submit, store, transmit or process malicious code, worms or viruses
- (viii) Use the Service to submit, store, transmit or process Content that is or may be: (a) threatening, harassing, degrading, hateful or intimidating; (b) libelous or defamatory; (c) fraudulent, tortious or unlawful; (d) obscene, indecent, pornographic or otherwise objectionable; or (e) infringing of any person's rights, any applicable laws or your obligations to any third party;
- (ix) Use the Service to submit, store, transmit or process Content that would give rise to criminal or civil liability or that encourages unlawful activity;
- (x) Gain unauthorized access to the Service or to BNTouch's or BNTouch's customers' systems or networks;
- (xi) Except as otherwise expressly permitted by these Terms, reproduce, duplicate, copy, sell, resell, rent, sublicense, transfer, lease, make available or exploit the Service (or any part of the Service), use of the Service, or access to the Service;
- (xii) Publish or disclose any benchmarks of the Service to third parties;
- (xiii) Interfere with or disrupt the integrity or performance of the Service or third-party Content contained therein;
- (xiv) Impersonate any person or entity or misrepresent you affiliation with any person or entity in connection with the Service;

(xv) Modify, alter, tamper with, repair, or create derivative works of any software included in the Service, unless the software is provided to you by BNTouch under a separate license that expressly permits the creation of derivative works;

(xvi) Reverse engineer, disassemble, or decompile the Service or apply any other process or procedure to derive the source code of any software included in the Service;

(xvii) Copy, frame or mirror any part or content of the Service, except with the express written consent of BNTouch;

(xviii) Access the Service in order to (a) build a competitive product or service, or (b) copy any features, functions, or graphics of the Service; or

(xix) Remove any copyright, trademark or other proprietary rights notice from the Service.

G. Use of Bots Prohibited. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc. or "load testers" such as wget, apache bench, mswebstress, httpload, blitz, Xcode Automator, Android Monkey, etc., that accesses the Service in a manner that sends more request messages to the Service in a given period of time than a human can reasonably produce in the same period by using the Service, and you are forbidden from ripping the content without prior written consent of BNTouch. Notwithstanding the foregoing, BNTouch grants the operators of public search engines permission to use spiders to copy materials from the website for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. BNTouch reserves the right to revoke these exceptions either generally or in specific cases. While we don't disallow the use of sniffers such as Ethereal, tcpdump or HTTPWatch in general, we do disallow any efforts to reverse-engineer our system, our protocols, or explore outside the boundaries of the normal requests made by BNTouch clients. We have to disallow

using request modification tools such as fiddler or whisker, or the like or any other such tools activities that are meant to explore or harm, penetrate or test the site. You must secure our permission before you measure, test, health check or otherwise monitor any network equipment, servers or assets hosted on our domain. You agree not to collect or harvest any personally identifiable information, including phone number, from the Service, nor to use the communication systems provided by the Service for any commercial solicitation or spam purposes.

H. Right to Monitor. BNTouch has the right to review and monitor all use of the Service to ensure compliance with all of these Terms, and to evaluate the performance of the Service. BNTouch also has the right to analyze user behavior to evaluate use of the Service, both on an individual basis and in the aggregate, and otherwise to collect, create, and analyze metadata about your use of the Service provided that such metadata is never disclosed to any third party other than in anonymized or aggregate format.

4. Intellectual Property Rights

A. Reservation of Rights. The design of the Service along with any BNTouch created text, scripts, graphics, interactive features and the like, except your Content, and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to BNTouch, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. The Service is provided to you AS IS for your information and personal use only. BNTouch reserves all rights not expressly granted in and to the Service.

B. Intellectual Property Rights in Your Content. As between you and us, you or your licensors own all right, title and interest in and to your Content. Except as otherwise provided in these Terms, we obtain no rights under these Terms from you or your licensors to your Content.

C. Your Suggestions. You hereby grant to BNTouch all right, title and interest in and to any Suggestions that you make regarding the Service. In the event your grant herein is not sufficient for BNTouch to fully realize and use the Suggestions, you grant to BNTouch a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use and incorporate into the Service any of your Suggestions. BNTouch shall be under no obligation to use, or retain, your Suggestions.

5. User Status Submissions

A. ProsOnWeb.com allows users to submit Content including status text, documents and other communications submitted by you, as well as the automatic entry of use information such as your “last visited” status (collectively, the "Status Submissions"). These Status Submissions are hosted and shared with your Professionals as part of the ProsOnWeb.com portion of the Service.

B. You shall be solely responsible for your own Status Submissions and the consequences of posting or publishing them. In addition to such obligations as you have as to your Content, you agree that as to the Status Submissions: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize ProsOnWeb.com to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all Status Submissions to enable inclusion and use of the Status Submissions in the manner contemplated by the Service and these Terms of Service; and (ii) you have the written consent, release, and/or permission of

each and every identifiable individual person in the Status Submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the Status Submissions in the manner contemplated by the Service and these Terms of Service. To be clear: you retain all of your ownership rights in your Status Submissions, but you have to have the rights in the first place. You hereby grant your Professionals on the ProsOnWeb.com Service a non-exclusive license to your Status Submissions. The foregoing license granted by you terminates once you remove or delete a Status Submission from the ProsOnWeb.com Service.

C. You understand that when using the ProsOnWeb.com Service you will be exposed to Status Submissions from your Professionals and that BNTouch is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Status Submissions, and that such Status Submissions are not the responsibility of BNTouch. You further understand and acknowledge that you may be exposed to Status Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against BNTouch with respect thereto, and agree to indemnify and hold BNTouch, its officers, directors, employees, agents, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of ProsOnWeb.com.

D. BNTouch reserves the right to discontinue any aspect of ProsOnWeb.com at any time.

6. BNTouch’s Additional Rights

A. Access to and Use of Your Content. By submitting or posting your Content on the Service, you grant BNTouch a worldwide, royalty free, non-exclusive license to access, make use of, and copy, distribute or perform (including modifications and derivative works) such Content on the Service solely for the purposes of offering and supporting the Service. For example, BNTouch may access the Content to

provide technical assistance to you, to improve the Service, and to provide the Service to you. This license includes the right to transmit your Content across various networks, in various media and modify or change your Content to comply with technical requirements of connecting networks, computers, servers, or devices.

B. Access, Suspension, Termination. Notwithstanding the terms of Section 6.C, BNTouch reserves the right to refuse access to or use of the Service to anyone for any reason at any time; to modify, discontinue, suspend or terminate the Service, or any part of the Service, for any reason, with or without notice at any time (provided however that your rights under any other agreement with BNTouch may provide for services or remedies in addition to the Service).

Certain features of the Service allow you to interact with others, including both your users and third-parties. There is an expectation that all participants in such dialogue will behave in a professional manner; however, others may not meet that expectation and may use the Service in ways you deem offensive. BNTouch shall have no liability for the acts of others through the Service and you are given no rights hereby to violate the terms of this Agreement to respond to the acts of others (and if you do respond in kind, we may refuse you access or use, as described above). In the community we expect all members to be respectful of the rights of others.

C. Inspection of Your Content. BNTouch does not control your Content, and BNTouch does not have any obligation to monitor or review your Content for any purpose. Notwithstanding the foregoing, BNTouch reserves the right to take steps it believes are reasonably necessary to enforce and/or verify compliance with these Terms. Without limiting the foregoing, BNTouch may, without notice (unless required by law) or liability to you, access, use and/or preserve your account information, your Content, and we may disclose your account information and/or your Content to law enforcement authorities, government officials and/or any other party as BNTouch reasonably believes necessary or appropriate: (i) if legally required to do so to comply with legal process or governmental request, (ii) to enforce these Terms, (iii) to detect or prevent security, fraud or technical issues, (iv) to protect the rights, property and/or safety of BNTouch, its users, you, or any other person, or (v) as permitted by law. We also reserve the right to notify the appropriate authorities, without prior notice to you, if BNTouch reasonably believes that your Content violates any applicable law. YOU AGREE TO HOLD BNTOUCH HARMLESS FROM AND AGAINST, AND WAIVE (TO THE EXTENT PERMITTED BY APPLICABLE LAW) ANY CLAIMS YOU MAY HAVE AGAINST BNTOUCH RESULTING FROM ANY DISCLOSURE, INVESTIGATION OR ACT OR OMISSION OF BNTOUCH IN THE COURSE OF CONDUCTING OR COOPERATING WITH AN INSPECTION AS SET FORTH IN THIS SECTION.

6. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE BNTOUCH SERVICE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, BNTOUCH, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICE AND YOUR USE THEREOF. BNTOUCH MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SERVICE'S CONTENT AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE THROUGH

THE ACTIONS OF ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE. BNTOUCH DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY USER STATUS SUBMISSION OR OTHER ADVERTISING, AND BNTOUCH WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

7. Limitation of Liability

IN NO EVENT SHALL BNTOUCH, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVERS, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY, (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND/OR (VII) THE DISCLOSURE OF INFORMATION PURSUANT TO THESE TERMS OF SERVICE OR PRIVACY POLICY. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT BNTOUCH SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

The Service is controlled and offered by BNTouch from its facilities in the United States of America. BNTouch makes no representations that the BNTouch Service is appropriate or available for use in other locations. Those who access or use the BNTouch Service from other jurisdictions do so at their own volition and are responsible for compliance with local law.

8. Indemnity

You shall defend, indemnify and hold BNTouch and its affiliates harmless from and against any and all third-party claims, damages, losses, liabilities, demands, costs and expenses (including reasonable attorneys' fees and costs), relating to or arising, directly or indirectly, in whole or in part, from:

- (i) Your Content;

- (ii) Your use of the Service or activities under your account;
- (iii) Any breach or violation by you of these Terms or of any applicable law;
- (iv) Any action taken by BNTouch as part of its investigation of a suspected violation of these Terms by you, or anyone using your account, or as a result of its finding or decision that such violation has occurred; or
- (v) Your violation of any rights of another, or a dispute between you and another customer of BNTouch.

BNTouch reserves the right to assume, at its sole expense, the exclusive defense and control of any such claim or action and all negotiations for settlement or compromise, and you agree to fully cooperate with BNTouch in the defense of any such claim, action, settlement, or compromise negotiations, as requested by BNTouch. In no event will you settle any claim or action without prior written approval.

You agree not to sue BNTouch, its affiliates, subsidiaries, directors, officers, employees, agents, partners, contractors, and licensors as a result of its decision to remove or refuse to process any information or Content, to warn you, to suspend or terminate your access to the Service, or to take any other action during the investigation of a suspected violation or as a result of BNTouch's conclusion that a violation of these Terms has occurred

9. Ability to Accept Terms of Service

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. In any case, you affirm that you are at least 16 years old as the Service is not intended for children under 16. If you are under 16 years of age, you are not permitted to use the Service. You further represent and warrant that you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist-supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties.

10. Assignment

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by BNTouch without restriction.

11. General

You agree that: (i) the Service shall be deemed solely based in Oregon; (ii) the Service shall be deemed a passive server that does not give rise to personal jurisdiction over BNTouch, either specific or general, in jurisdictions other than Oregon; and (iii) that you agree to subject to the jurisdiction of Oregon in the event of any legal dispute. These Terms of Service shall be governed by the internal substantive laws of the State of Oregon, without respect to its conflict of laws principles. Any claim or dispute between you and BNTouch that arises in whole or in part from the Service shall be decided exclusively by a court of competent jurisdiction located in Portland, Oregon. These Terms of Service, together with the Privacy Policy at <http://BNTouchMortgage.net/Privacy> and any other legal notices published by BNTouch, including, but not limited to an end user license agreement, along with any order form or services agreement, shall constitute the entire agreement between you and BNTouch concerning the Service. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the

invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and BNTouch's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. BNTouch reserves the right to amend or modify these Terms of Service at any time, and it is your responsibility to review these Terms of Service for any changes. If you do not agree to the revised Terms, your only recourse is to discontinue the use of the Service. Your continued use of the Service following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms. BNTouch may provide you with notices regarding the Service, including changes to these Terms of Service, by email to your email address (and/or other alternate email address associated with your account if provided), by regular mail, or by postings on BNTouch Sites and/or the Service. Notices that are provided by posting on the BNTouch Sites will be effective three (3) days after posting. Notices that are provided by email will be effective when BNTouch sends the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with our account when BNTouch sends the email, whether or not you actually receive the email. **YOU AND BNTOUCH AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.**

12. DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"BNTouch Content" means the Content that BNTouch makes available in connection with the Service or on the sites or tools controlled by BNTouch and subject to these Terms, including use instructions or documentation; software libraries; command line tools; and other related technology if provided by BNTouch. BNTouch Content does not include the Service.

"Content" means material, information, software (including machine images), data, text, audio, music, sound, video, images, photographs, graphics, messages, files, attachments, or other materials.

"Professional" refers to users authorized by a BNTouch Mortgage CRM customer to access the Service using the ProsOnWeb.com tools.

"Suggestion" or "Suggestions" means any suggested improvement or enhancement to the Service, and any recommendation or other feedback with respect to the Service or BNTouch.

"Third Party Content" means Content made available to you by any third party on websites or apps controlled by BNTouch or otherwise in conjunction with the Service.

"User" means "You" and any individual whom you authorize to use the Service, when you have supplied such individual with your user identifications and passwords for your account. A "User" may include your employee, consultant, contractor or agent.

"Your Content" means Content other than BNTouch Content or Third Party Content that is input, uploaded, posted, or otherwise created or made available by you within the Service.